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# Terms & Conditions

2025 ICAD Awards

# ICAD

# Terms & Conditions

## Definitions

For the purposes of these Terms and Conditions, the following definitions shall apply:

<b>Awards</b>	refers to the ICAD Awards.
<b>Awards Rules</b>	refers to these Terms and Conditions and any associated entry kit or guidelines.
<b>Entry</b>	refers to any work submitted for consideration in the Awards.
<b>Entrant</b>	refers to any person, company, or organisation submitting an Entry.
<b>ICAD</b>	refers to the Institute of Creative Advertising and Design.
<b>Work</b>	refers to the creative output submitted as an Entry.
<b>Advertising</b>	refers to work created and produced to promote a product, service or brand.
<b>Design</b>	refers to the process of visual communication and problem-solving through the use of typography, space, image and form.
<b>Intellectual Property Rights</b>	refers to patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

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<b>Application of Rules and Discretion</b>	2.1	ICAD has the sole discretion to interpret and apply these Awards Rules and to resolve any ambiguities.
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<b>Refusal or Withdrawal of Entries</b>	3.1	ICAD may, at any time and at its sole discretion, refuse or withdraw Entries that, in ICAD's reasonable opinion: <ul style="list-style-type: none"><li>3.1.1 Breach any applicable laws, regulations, or industry-recognised codes of practice.</li><li>3.1.2 Offend national or religious sentiments, or public taste.</li><li>3.1.3 Do not meet the specified eligibility requirements.</li><li>3.1.4 Otherwise conflict with these Awards Rules.</li></ul>
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<b>Entry Eligibility</b>	4.1	Entries must comply with the following eligibility criteria: <ul style="list-style-type: none"><li>4.1.1 Work must have been Commercially released between 1st April 2024 and 31st March 2025.</li><li>4.1.2 Conceptual work will not be accepted, except for student entries.</li><li>4.1.3 Entries must have been created by ICAD members, although they may include elements supplied by non-members.</li><li>4.1.4 Only ICAD members are eligible to receive awards.</li><li>4.1.5 Entries must have been created for use in commercial advertising or design.</li><li>4.1.6 Specific eligibility criteria that apply to individual categories are detailed in the Entry Guide.</li><li>4.1.7 Entries that do not meet the criteria may be withdrawn.</li></ul>
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- 4.2 **Previous Submissions:**
- 4.2.1 Work submitted for previous ICAD awards is not eligible, except for Greenhorn entries.
- 4.2.2 Individual pieces previously submitted do not qualify as part of campaigns, even if combined with newly created work.
- 4.2.3 Altered work that was previously submitted is not eligible.
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- 4.3 **Proof of Use:**
- 4.3.1 ICAD reserves the right to request proof confirming that submitted work was released as a commercial advertising or design communication within the specified period.
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- 4.4 **Specific Eligibility Scenarios:**
- 4.4.1 Pro Bono Work — Work produced pro bono for a charity is eligible only if:
- The organisation is listed on the Irish Charities Register.
  - The charity has approved the work.
  - ICAD reserves the right to require confirmation from the media owner if media/airtime was provided pro-bono.
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- 4.4.2 Work Produced in Response to a Competition — Work produced in response to a competition is eligible only if:
- It was approved by the client it represents.
  - It was released commercially.
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- 4.4.3 Entrant as Client — If the Entrant was also the client for the work, the work is eligible only if it falls into one of the following categories:
- Self-Promotion: Self-promotional work is eligible only if it was released commercially and made available to potential customers. Self-promotional work must not include any third-party names, trademarks, logos, or any other third-party intellectual property, and must not falsely claim
  - any association with a third party.
- In-House Design and Production: Business owners can enter work that was produced in-house and made available commercially.
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- 4.4.4 Work Requiring Approval — Work that requires regulatory approval to be commercially released must ensure that approval has been granted at the time of submission, and that all legal requirements are met.
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- 4.4.5 Student Entries — Conceptual work is accepted in the case of student entries.
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- 4.5 **Ineligible Work:**
- 4.5.1 The following types of work are not eligible for entry:
- Concept designs or work created solely for the purpose of entering competitions that has not been approved by a client and made commercially available.
  - Work commissioned as a piece of art for an exhibition or gallery or similar.

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- c. Work only on display at an agency's, client's, or other office/establishment.
- d. Work that is part of a publication intended wholly or partially to make work eligible for competitions.
- e. Work made available to the public by means of fly-posting.
- f. Self-promotional work that does not meet the specified requirements.
- g. Plagiarised work.
- h. Agency or studio credits.
- i. Individual Credits.
- j. Agency or studio logos, except where it's an integral part of the entry.
- k. Links to your website, unless it is a core component of the entry itself.

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## AI Usage

- 5.1 Entrants must disclose if and to what extent Artificial Intelligence (AI) has contributed to the creative output of their Entry.
- 5.2 Entries that feature elements of AI, or have used AI tools as part of the creative process, are eligible as long as all other eligibility criteria are met and a human creator is responsible for the final outcome.
- 5.3 ICAD reserves the right to withdraw an Entry if ICAD has reasonable grounds to believe that the Entry does not meet the requirements of this Rule and/or any information submitted concerning the use of AI is false, inaccurate, incomplete or misleading.

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## Submission of Entries

- 6.1 Entries must be submitted in the format and media specified by ICAD in the Entry Guide.
- 6.2 Uploads must not include company logo or any other identifying branding or text, except where it's an integral part of the entry.
- 6.3 You may link to online videos, websites, landing pages relating to the entry. Please don't link to your own website, except where it's an integral part of the entry.
- 6.4 When linking to a video, please do so on a platform where it can be downloaded by ICAD, ideally Vimeo. Please do not use Google Drive links.
- 6.5 Please don't link to social media posts. If the social media post is a key visual element of the campaign, include screenshots or a static image of it as an uploaded attachment.
- 6.6 Entrants are responsible for ensuring that digital files are of good quality.
- 6.7 ICAD shall be under no obligation to request alternative or replacement materials.
- 6.8 ICAD reserves the right to move Entries to more appropriate categories if deemed appropriate by ICAD in ICAD's sole discretion.
- 6.9 Such action may be taken without informing the Entrant. However, it is not the responsibility of ICAD to amend Entries or move them to different categories if they have been entered incorrectly.

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- 6.10 Unless instructed by ICAD, entries cannot be amended in any way after the closing deadline.
- 6.11 ICAD may require entrants submitting entries concerning an integrated campaign to submit specific elements of such campaign or evidence that the campaign was across multiple different mediums.
- 6.12 If, after submission of an Entry, an Entrant becomes aware that their Entry has infringed any rights (including, without limitation, intellectual property rights, privacy rights and other rights) of any person or any applicable laws, regulations or voluntary or regulatory codes, the Entrant shall contact ICAD immediately to request the withdrawal of the Entry from the Awards.

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## ICAD Membership

- 7.1 All key creatives for a given entry must be current ICAD members, or in the case of craft categories, the key craftsperson e.g. the photographer for a Photography entry.
- 7.2 The person entering the work does not necessarily need to be an ICAD member; however, the creative on whose behalf the work is being entered must be an ICAD member.
- 7.3 Membership is available for purchase via ICAD's website. To support emerging creatives, student membership is free of charge.
- 7.4 An Entry is not considered valid if it is not associated with an ICAD membership.
- 7.5 Student and Greenhorn entrants must hold ICAD membership. Student membership is free of charge and available via ICAD's website.

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## Payment Terms

- 8.1 The Entrant shall pay the applicable entry fee.
- 8.2 An Entry is not considered valid until the Entry is submitted and paid for in full.
- 8.3 ICAD reserves the right at any time to withdraw Entries for which full payment has not been received.
- 8.4 No refund of any fees paid will be given if an Entry is withdrawn by ICAD due to underpayment or if mandatory fields remain incomplete.

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## Fee Waiver Policy

- 9.1 ICAD is committed to making the Awards accessible to all talented creatives, regardless of financial circumstances. We recognise that pursuing a career in the creative industries can be expensive, and we do not wish financial constraints to prevent promising individuals from participating in the ICAD Awards. In certain cases, ICAD may grant a fee waiver to applicants who demonstrate extreme financial hardship and for whom paying the application fee would be an insurmountable barrier to entry.
- 9.1.1 Eligibility Criteria — To be considered for a fee waiver, applicants must meet the following criteria:
- Demonstrate extreme financial hardship. This may include individuals facing long-term unemployment, homelessness, or severe medical expenses.
  - Applicants must provide supporting documentation to verify their financial situation.

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- 9.1.2 Application Process — To apply for a fee waiver, applicants must submit a written request to info@icad.ie. The request must include a brief statement (<150 words) explaining their circumstances and any supporting documentation.
- 9.1.3 Review Process. — All fee waiver requests will be reviewed on a case-by-case basis by the ICAD selection committee. The committee will consider the applicant's needs and the potential impact of the fee waiver on their ability to participate in the Awards. The granting of a fee waiver is at the sole discretion of the ICAD committee, and they are not liable for any decisions made regarding fee waivers.
- 9.1.4 Disclaimer Fee waivers are limited and subject to the availability of funds. ICAD reserves the right to deny any fee waiver request at its discretion.

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## Judging

- 10.1 Entries will be judged on the quality of the materials submitted.
- 10.2 ICAD will appoint jury panels, which shall be composed of judges who in ICAD's sole discretion have the appropriate qualifications to judge the Entries.
- 10.3 Judges shall consider all Entries on the basis of the judging criteria.
- 10.4 The decisions of the judges in the ICAD Awards are final.
- 10.5 No correspondence will be entered into with Entrants concerning any judging decision.

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## Awards and Results

- 11.1 Prizes in the ICAD Awards include:
- 11.1.1 Highly Commended: An excellent piece of creative work.
- 11.1.2 Bronze: One of the finest works of the year; best Irish advertising and design.
- 11.1.3 Silver: Outstanding work raising the Irish standard nationally and internationally.
- 11.1.4 Gold: Exceptional work defining or redefining its field, gaining renown for Irish creativity internationally.
- 11.1.5 President's Award: recognises and celebrates an individual who has made a significant impact on the Irish creative industry.
- 11.1.6 Greenhorn: Excellent body of work by a creative with no more than three years professional experience.
- 11.1.7 Student: Excellent work by a creative person while in full time education.
- 11.2 Prizes for specific Categories are set out in the Entry Guide.
- 11.3 The person named in each Shortlisted and winning Entry as the main contact for the submission will be contacted to provide credits information.
- 11.4 Credited individuals may purchase their award from ICAD.

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## License to Use Entries

- 12.1 By submitting an Entry, the Entrant grants ICAD, its servants, agents, licensees and assigns an irrevocable, royalty free, non-exclusive license throughout the world in perpetuity to use the Entry for the purpose of ICAD's activities.

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## Entrant Warranties

- 13.1 By submitting an Entry, the Entrant warrants and represents that:
- 13.1.1 The Entry is original to the Entrant.
- 13.1.2 The Entry does not infringe the rights of any third party and is not contrary to any applicable laws, regulations or codes.
- 13.1.3 The Entry does not contain anything that is or is likely to be considered obscene, derogatory or defamatory.
- 13.1.4 The Entry is not likely to bring ICAD, the Awards, the Entrant or any other Entrant into disrepute.
- 13.1.5 The Entry does not feature, and is in no way related to or associated with, ICAD, unless permitted by ICAD.
- 13.1.6 The Entry complies fully with these Awards Rules and the Entry Kit.
- 13.1.7 The Entrant is the sole owner of the entire right, title and interest in and to the Entry or has obtained all necessary licenses, permissions, authorisations and consents.
- 13.1.8 The Entrant has obtained all necessary consents, waivers and rights required for the submission of the Entry.
- 13.1.9 The credits indicated are correct, complete and not misleading.
- 13.1.11 All information provided by the Entrant is and shall be complete, accurate and not misleading.
- 13.1.12 The Entrant's participation in the Awards does not and will not cause the Entrant to be in breach of any contract or any duty of confidentiality.
- 13.1.13 The exercise by ICAD of ICAD's rights granted under these Awards Rules and the use of each Entry submitted by the Entrant does not and shall not infringe the rights of any third party.

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## Indemnity and Liability

- 14.1 The Entrant shall indemnify ICAD and keep ICAD fully indemnified on demand from and against all losses and all actions, claims, proceedings, costs and damages arising out of any breach of any of the warranties and representations contained in these Awards Rules or out of any claim by a third party.
- 14.2 Nothing in these Awards Rules shall limit or exclude either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be limited or excluded as a matter of applicable law.
- 14.3 Subject to the above, ICAD shall have no liability under or in connection with these Awards Rules, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any: (i) loss of profit or revenue; (ii) loss of contracts or business; (iii) loss of or damage to goodwill; or (iv) for any indirect or consequential loss or damage.

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<b>Rejection and Withdrawal of Entries</b>	15.1	ICAD reserves the right, in its absolute discretion, to withdraw an Entry if the Entry: 15.1.1 does not comply with the entry requirements. 15.1.2 does not meet the Entry Criteria specified in these Awards Rules. 15.1.3 is in breach of, or ineligible under, these Awards Rules. 15.1.4 the entrant does not hold current ICAD membership.
	15.2	ICAD reserves the right to withdraw an Entry from the Awards if it knows or has reasonable grounds to believe that the work was created expressly to enter Awards.
	15.3	If an Entrant wishes to withdraw an Entry for any reason, an Entrant must give notice to ICAD by email to info@icad.ie.
	15.4	Entry fees will only be refunded under specific circumstances as determined by ICAD.
	15.5	ICAD shall have no obligation to refund payments made for Entries that are withdrawn.
	15.6	If an award winning Entry is withdrawn, all production and other costs incurred by ICAD relating to the Entry will be charged to the Entrant.
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<b>Property in Entries</b>	16.1	Once ICAD has taken receipt of physical material supporting an Entry, the material will become the property of ICAD.
	16.2	ICAD is under no obligation to return physical materials to Entrants once judging is complete and reserves the right to store or discard materials at ICAD's discretion.
	16.3	ICAD cannot accept responsibility for loss of or damage to Entries.
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<b>Third Parties</b>	17.1	No person who is not a party to these Awards Rules shall have any rights to enforce any term of these Awards Rules.
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<b>Correspondence</b>	18.1	Official correspondence with regard to the ICAD Awards or these Awards Rules must be addressed to ICAD.
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<b>Governing Law and Jurisdiction</b>	19.1	These Awards Rules and any dispute or claim arising out of or in connection with them, shall be governed by the laws of Ireland.
	19.2	Each party agrees that the courts of Ireland shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Awards Rules.
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<b>Data Protection and Privacy</b>	20.1	By submitting an Entry, each Entrant acknowledges that the Entrant has read and understood the ICAD Privacy Notice which applies to the processing of any personal information by or on behalf of ICAD in connection with these Awards Rules and the ICAD Awards.
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<b>Events beyond ICAD's reasonable control</b>	21.1	ICAD shall not be in breach of these Awards Rules nor liable for delay in performing, or failure to perform, any of its obligations under these Awards Rules if such delay or failure result from events, circumstances or causes beyond its reasonable control.



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<b>Severance</b>	22.1	If any provision or part-provision of these Awards Rules is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Awards Rules which shall continue in full force and effect.
<b>Waiver</b>	23.1	No failure or delay by a party to exercise any right or remedy provided under these Awards Rules or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
<b>Rights and Remedies</b>	24.1	Except as expressly provided in these Awards Rules, the rights and remedies provided under these Awards Rules are in addition to, and not exclusive of, any rights or remedies provided by law.
<b>Cancellation and Modification</b>	25.1	ICAD reserves the right to modify, suspend or cancel the ICAD Awards and/or these Awards Rules if it considers it necessary or appropriate to do so.
<b>Interference with the ICAD Awards</b>	26.1	Any attempt to deliberately damage or undermine the content or legitimate operation of the ICAD Awards is prohibited and may be a violation of law and ICAD reserves all its rights and remedies in these circumstances.